

HF Markets (Europe) Ltd

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# HF Markets (Europe) Ltd

# **AUTOCHARTIST SERVICE TERMS AND CONDITIONS**

Autochartist Service is a subscription service which is offered to all Live Account Clients of HF Markets (Europe) Ltd (hereinafter referred to as the "Company") under the following Terms and Conditions.

#### 1. Introduction

- 1.1. The Autochartist Service is a subscription service offered by the Company to its Clients through Autochartist Ltd, a company incorporated under the laws of the Republic of Cyprus with Registration Number HE 304691 and having its registered address at 5 Andrea Patsalides Street, Office 303, 2408 Nicosia, Cyprus, due to the collaboration between the Company and Autochartist Ltd.
- 1.2. The Autochartist Service is available to all of the Company's Clients who have satisfied the criteria for this Autochartist Service as set out in paragraph 3.3 and 3.4 of the Autochartist Service Terms and Conditions.
- 1.3. The Client hereby acknowledges, confirms and accepts to be legally bound by the Terms and Conditions as set out in this Autochartist Service and/or any other legally binding agreement between him and the Company.
- 1.4. The Autochartist Service is comprised of the following features:
  - (a) Volatility Analysis;
  - (b) Performance Statistics;
  - (c) Trading Opportunities Web Component.
- 2. Commencement Date and promotional period
- 2.1. The Autochartist Service will run indefinitely from 28<sup>th</sup> of June 2017, onwards.

## 3. Terms and Conditions

- 3.1. The Autochartist Service is a subscription service offered to the Company's Clients for marketing communication purposes.
- 3.2. In order for the Client to apply for the Authochartist Service, he must register through his myHotForex Client Area under section "Autochartist".
- 3.3. In order for a Client to be eligible to subscribe for the Autochartist Service he must have opened a myHotForex account with the Company as per the Account Opening Agreement and must have been approved by the Company as its Client under the terms and conditions

of the Account Opening Agreement and he must have completed the age of 18 or the legal age applied in his country of residence or otherwise not be considered as a "minor" in his country of residence.

- 3.4. Only Clients who are active are able to receive the Autochartist Service i.e. Clients who have been approved as Clients of the Company and have made at least 1 (one) transaction (deposit/withdrawal) in the last 6 (six) months and have been trading with the Company in the last 6 (six) months.
- 3.5. Upon registration to the Autochartist Service, the Client will receive Daily Market Snapshots/reports and he can select which sessions and types of emails he wants to receive in his myHotForex Client Area. Any reports will be sent to the Client's registered email address with the Company once a day (24/5) per session he selected in his myHotForex Client Area.
- 3.6. Any active Client of the Company is eligible to register for the Autochartist Service and request for a Free 30 (thirty) days Demo Trial. It is noted that, once the Demo Trial period is finished, the Client will NOT be able to apply for another Demo Trial again. It is noted further that, the Demo Trial data are received with the 5 (five) candlesticks delay.
- 3.7. The Demo Trial will be valid for 30 (thirty) days and/or until the Client registers for a live Autochartist Service. Upon the registration of a Client for a live Autochartist Service, any previous access to Demo Trial will automatically cease.
- 3.8. If a Client's myHotForex Account is terminated either voluntarily and/or by the Company as per the terms and conditions of the Account Opening Agreement and/or the Terms and Conditions of the Autochartist Service, any access to the Autochartist Service will be automatically terminated.
- 3.9. If the Client wishes to unsubscribe from the Autochartist Service, the Client should send an email to <u>support@hfeu.com</u>.
- 3.10. If a Client unsubscribes from receiving marketing emails from the Company, he is automatically unsubscribing from the Autochartist Service.

## 4. Amendment and Termination

4.1. The Company may from time to time amend the Terms and Conditions of the Autochartist Service and/or any other legal documentation found on the Company's website. The Client shall receive a notification in advance of the proposed changes. The Client shall confirm his acceptance of the proposed changes in order to continue receiving the Autochartist Service. If the Client does not accept the proposed changes and wishes to terminate the Autochartist Service, he must send an email to <a href="mailtosupport@hfeu.com">support@hfeu.com</a> as per Clause 3.9 of the Terms and Conditions.

- 4.2. If the Company suspects or has reason to believe that a Client has abused and/or manipulated the Terms and Conditions of the Autochartist Service, the Company reserves the right at its absolute discretion, to cancel the Autochartist Service without the Client's prior consent and with immediate effect.
- 4.3. The proposed changes shall take effect from the date the Client confirms his acceptance of the proposed changes to the Company.

#### 5. Dispute

- 5.1. Any dispute arising with or in connection with any of the Terms and Conditions of the Autochartist Service shall be dealt by the Company as per the Company's Complaint Handling Policy, which is available through the Company's website.
- 5.2. All complaints must be in writing and addressed to the Customer Support Department of the Company via email at <a href="mailto:support@hfeu.com">support@hfeu.com</a>. More details on the procedure which the Client must follow, the deadlines for receiving a response from the Company as well as contact details for the Company's regulatory authority can be found on the Company's website under Section 'Legal Documentation'.

## 6. Acknowledgements

- 6.1. The Client acknowledges that the Company has the right to contact the Client on the telephone number used during the registration process for verification purposes.
- 6.2. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, it is possible for Clients to lose all of their invested capital. These products may not be suitable for all investors and Clients should ensure that they understand the risks involved. Clients should seek independent advice if necessary.
- 6.3. The Client further acknowledges that all information provided through the Autochartist Service is provided as a general marketing communication for information purposes only and does not constitute an independent investment research. The information provided

through the Autochartist Service does not contain, and should not be considered as containing, an investment advice or an investment recommendation or a solicitation for the purpose of buying or selling of any financial instrument. The Company assumes no responsibility for any loss arising from any investment made based on the information provided through the Autochartist Service.

Version: 2017/001